

9/23/10 9:16:00  
DK T BK 3,216 PG 410  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

Prepared by Alvita D. Wilcox

Alvita D. Wilcox

**RECORD AND RETURN TO:**

MERS as nominee for

Century 21 @ Mortgage (SM)

1 Mortgage Way

Mt. Laurel, NJ 08054

Attn: Doc Control

866-937-6225

Loan No.: 0034497347

MIN 100020000344973478

**SUBORDINATION AGREEMENT**

THIS SUBORDINATION AGREEMENT (this "Agreement") is made as of the 10th day of September, 2010, by MERS as nominee for Century 21 @ Mortgage (SM), 1 Mortgage Way, Mount Laurel, NJ 08054 ("Subordinating Party"), in favor of Home Loan Center, Inc., d/b/a Lending Tree Loans ("Outside Lender").

WITNESSETH: That,

WHEREAS, Subordinating Party is the owner and holder of that certain Mortgage dated December 22<sup>nd</sup>, 2005, in the amount of \$13,980.00 executed by Daryl H. McMath and Wife, Michelle McMath ("Borrower," which term includes all parties executing such instrument) in favor of MERS as nominee for Century 21 @ Mortgage (SM), recorded in Book 2383, Page 683, of the public records of Desoto County, Mississippi on December 30<sup>th</sup>, 2005 (the "Subordinate Security Instrument"), which encumbers the following described real property; and

SEE ATTACHED "Exhibit A"

Hereinafter the "Property."

WHEREAS, Borrower is the owner of the Property and Outside Lender is extending a new loan to Borrower in the amount not to exceed \$209,750.00 (the "New Loan") which is also secured by a Mortgage that encumbers the Property, which security instrument is being recorded in said public records contemporaneously with the recording of this Agreement (the "Outside Lender Security Instrument"); and

WHEREAS, Outside Lender, as an express condition of its extending the New Loan to Borrower, requires that the Outside Lender Security Instrument be a valid first lien encumbrance against the Property superior in all ways to the Subordinate Security Instrument and that Subordinating Party unconditionally subordinate the lien of the Subordinate Security Instrument to the lien of the Outside Lender Security Instrument in the manner hereinafter described;

NOW THEREFORE, in consideration of the premises which are hereby incorporated into this Agreement, the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce Outside Lender to make the New Loan to Borrower, Subordinating Party hereby unconditionally acknowledges and agrees with Outside Lender that:

\*"MERS" is a Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of 1595 Spring Hill Road, Suite #310, Vienna, VA 22182, tel. (888) 679-MERS.

Lending Tree  
163 Technology Dr.  
Irvine CA 92618

1. Subordinating Party hereby subordinates the lien of the Subordinate Security Instrument to the lien of the Outside Lender Security Instrument and declares that the Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof, or substitutions therefore is and shall remain a first lien on the Property, prior and superior to the lien of the Subordinate Security Instrument, and shall be entitled to the same rights and privileges, both in law and equity, as it would have had if the Outside Lender Security Instrument had been executed, delivered, and recorded prior to the execution, delivery, and recordation of the Subordinate Security Instrument.

2. Any future advance of funds or additional debt that may be secured by the Subordinate Security Instrument shall be subject to the provisions of this Agreement. The Outside Lender Security Instrument, and any renewals, extensions, or modifications thereof or substitutions therefore, are and shall remain a first lien on the Property, prior and superior to any lien for future advances of funds or additional debt secured by the Subordinate Security Instrument.

3. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by Outside Lender and Subordinating Party. This Agreement shall be binding upon Subordinating Party and the heirs, legal representatives, successors, and assigns of Subordinating Party and shall inure to the benefit of, and shall be enforceable by, Outside Lender and its successors and assigns. Subordinating Party waives notice of Outside Lender's acceptance of this Agreement.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the day and year first above written.

Mortgage Electronic Registration Systems, Inc.  
As nominee for Century 21 ® Mortgage (SM)

Janet Prewitt  
Janet Prewitt, Assistant Vice President

Signed, sealed, and delivered  
in the presence of:

Robin Hence  
Name: Robin Hence

Corporate Seal

Christina M. Wyatt  
Name: Christina M. Wyatt

STATE OF NEW JERSEY)

COUNTY OF BURLINGTON)

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of September, 2010, by Janet Prewitt, who is Assistant Vice President of MERS as nominee for Century 21 ® Mortgage (SM), on behalf of the corporation.

[Signature]  
Notary Public, State of New Jersey

DOROTHY J. DEMARCO  
Notary Public of New Jersey  
My Commission Expires Nov. 15, 2012



**Exhibit A**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF De Soto, STATE OF Mississippi, AND IS DESCRIBED AS FOLLOWS:

LOT 270, FOREST HILL COMMUNITY, PHASE 6, IN SECTIONS 8 AND 17, TOWNSHIP 2 SOUTH, RANGE 5 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 90, PAGE 19, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

Parcel ID: N/A

Commonly known as 13173 Arbor Drive, Olive Branch, MS 38654  
However, by showing this address no additional coverage is provided